

**Town of Warrenton, Virginia**

**Request For Proposal: Closed Circuit Television System – Water Plant**

RFP Number: #06-008

Closing Date: March 31, 2006, 4:00 P.M.

All proposals must be received by the closing date and time to be considered.

One (1) original and three (3) copies of the proposal, including any attachments shall be mailed or delivered to:

*Town of Warrenton  
Attn: Purchasing Agent  
18 Court Street  
P.O. Drawer 341  
Warrenton, Virginia 20188*

For technical information relating to this RFP, please contact:

William Stoddard  
Superintendent of Water & Wastewater Treatment Plants  
731 Frost Avenue  
P.O. Drawer 341  
Warrenton, VA 20188

Phone: 540-347-1104  
Fax: 540-349-2414  
E-mail [wstoddard@warrentonva.gov](mailto:wstoddard@warrentonva.gov)

All inquiries for information regarding procurement procedures, selection criteria, proposal submission requirements, or other fiscal/administrative concerns shall be directed to:

Purchasing Agent  
P.O. Drawer 341  
18 Court Street  
Warrenton, VA 20188

Phone: 540-347-1102  
Fax: 540-349-2414  
E-mail [staff@warrentonva.gov](mailto:staff@warrentonva.gov)

In compliance with this Request for Proposal and all the conditions imposed herein, the undersigned offers and agrees to furnish the goods in accordance with the signed proposal or as mutually agreed upon by subsequent negotiations.

Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone # \_\_\_\_\_  
Fax # \_\_\_\_\_

Submitted by: \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_  
FEIN/SSN: \_\_\_\_\_

Signature

CERTIFICATION PAGE  
RETURN THIS PAGE WITH PROPOSAL SUBMISSION

## REQUEST FOR PROPOSAL

**RFP NUMBER:** 06-008  
**DATE OF THIS REQUEST:** March 3, 2006, 2006  
**DESCRIPTION:** CLOSED CIRCUIT TELEVISION SYSTEM  
**BID DEADLINE/OPENING DATE:** March 31, 2006, 4:00 P.M.

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The Town of Warrenton requests sealed proposals to purchase, have furnished and installed one (1) Closed Circuit Television System with a total of thirteen (13) cameras, which will monitor the Water Treatment Plant and Raw Water Intake Property. (TURN KEY OPERATION)

All vendors are encouraged to visit the Warrenton Water Treatment Plant at 7240 Blackwell Road, Warrenton, Virginia 20186 for a physical inspection of the facility.

The following specifications govern this purchase:

***Specifications:***

Specifications are attached as Exhibit A.

***Delivery and Installation Schedule:***

Terms shall be, net 30 days, FOB Warrenton, Virginia.

All aspects of this project must be substantially complete no later than ninety (90) calendar days from date of award.

Delivery of all materials must be between the hours of 8:00 A.M. and 4:00 P.M. Local Time to the Town of Warrenton Water Treatment Plant, 7240 Blackwell Road, Warrenton, VA 20186.

***General Terms & Conditions:***

The General Terms & Conditions Goods & Services Projects, attached as Exhibit B & C shall govern this purchase.

***Insurance:***

The Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

The Vendor shall provide a certificate of insurance naming the Town of Warrenton as additional insured and, if requested a certified copy of said policy or endorsement(s) before commencement of contract. All insurance shall be placed with an insurer licensed to do business in the Commonwealth of Virginia. The underwriter shall be subject to the approval of the Town of Warrenton.

The Vendor shall maintain limits no less than:

- a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate limit shall apply separately to this project of the general aggregate shall be twice the required occurrence limit.
- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- c. Workers' Compensation and Employers Liability: Workers' Compensation as required by the Code of the Commonwealth of Virginia and Employers Liability with limits of \$1,000,000 per accident.

***Performance and Payment Bond Requirement:***

Vendor shall provide the Town of Warrenton, upon request, Performance and Payment Bonds for the full amount of any contract awarded prior to commencement of contract. The Code of the Town of Warrenton requires full performance and payment bonds for all contracts with a dollar value of \$75,000 or more.

***Payment Terms:***

Payment terms are net, 30 days from date of invoice or approval of invoice by the Department Head, whichever is later.

***Proposal Requirements:***

Proposals shall be signed by an authorized representative of the firm.

Proposals should be prepared simply and economically, providing a straightforward and concise description of the firm's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

One (1) manual signed original and three (3) copies of the proposal shall be submitted to the Town of Warrenton Purchasing Agent. Each copy of the proposal should be bound in a single volume. All documentation submitted with the proposal should be bound in that single volume. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired.

Any information thought to be relevant, but not applicable to the enumerated scope of work, should be provided as an appendix to the proposal.

Each firm submitting a proposal shall provide an updated statement of qualifications. The minimum requirements for a complete proposal which will be considered are outlined below. This information should be submitted in the format outlined below with tabs, to include a table of contents:

- a. Certification Page and the return of this completed RFP and any addendums, acknowledgments, signed and filled out as required.
- b. Expertise and experience of the firm relative to the scope of services contained in this RFP.
  - i. This section should include recent project information of similar type completed along with the name and telephone number of the contact for each project. Examples of each type of project identified in the RFP are desirable.
  - ii. Identification and statement of qualifications of all project team members who will be assigned to the project, including those responsible for "hands on"

work, as well as those assigned for supervision and oversight responsibilities.

- iii. Identification and statement of qualifications of any additional subcontractors, if any, to be used, with a description of their role(s) on the project team.
- c. Financial responsibility of the firm. The firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, its agents, representatives, employees, or subcontractors.

The vendor agrees that it will, at all times, be responsible for, indemnify, defend and hold harmless the Town, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

- d. Detailed fee and or pricing information.

***Ownership of Material:***

Ownership of all data, materials and documentation originated and prepared for the Town of Warrenton pursuant to this RFP shall belong to the Town of Warrenton and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

***Evaluation Criteria:***

Proposals will be evaluated by committee on the criteria stated below.

- Ability to meet the specifications as stated in Exhibits A
- Quality of the prepared design, product, materials, and equipment.
- Demonstrated long term reliability (past application-projects and references
- Operation and maintenance of system
- Price
- Warranty

## **Exhibit A**

### **Specifications for Closed Circuit Television System**

#### **Description**

This work shall consist of furnishing and installing a digital closed circuit television (CCTV) system at the Town of Warrenton Water Treatment Plant and Raw Water Intake Area, Virginia.

#### **Equipment**

The closed circuit television system equipment shall be the manufacturer's standard design. System equipment intended for installation in outdoor locations shall be furnished completely housed in a water resistant, weatherproof cabinet. System equipment shall operate from a 120-volt, 60-hz, single phase, AC power source. The manufacturer's name, model number, serial number, and part identification number shall be permanently attached to the cover or largest part of the equipment chassis. The Contractor shall furnish the manufacturer's instructions for installing and maintaining the equipment.

The Contractor shall provide all equipment and training for Town personnel in the operation, maintenance, and repair of the CCTV system.

The closed circuit television system consists of outdoor and indoor digital CCTV cameras, and camera control equipment, video display devices, and a command center workstation to house all associated equipment, located at the Water Treatment Plant and Raw Water Intake Area. The CCTV cameras shall be installed at the locations shown on "Water Plant Camera Views" and "Raw Water Camera Views". The video switching, camera control, and video display equipment shall be installed in the main control building of the Water Treatment Plant, 7240 Blackwell Road, Warrenton, VA 20186. The closed circuit television system shall permit users at the video display location to select and control, pan, tilt, and zoom any of the cameras, and to switch the video from any of the cameras to any of the display devices.







**Town of Warrenton, Virginia  
Price Quote Sheet**

**RFP NUMBER:** 06-008  
**DATE OF THIS REQUEST:** March 3, 2006  
**DESCRIPTION:** CLOSED CIRCUIT TELEVISION SYSTEM  
**PROPOSAL DEADLINE:** March 31, 2004, 4:00 P.M.

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Closed Circuit Television System, per specifications, FOB, Warrenton, Virginia

\$\_\_\_\_\_ Materials, Installation and Training

**Terms: (Please identify any discounts offered for prompt payment, etc.)**

\_\_\_\_\_

**Shipping Point:** \_\_\_\_\_

**Company Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Phone Number** \_\_\_\_\_ **Fax Number** \_\_\_\_\_

**Authorized Agent Signature** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_



**EXHIBIT B  
TOWN OF WARRENTON, VIRGINIA  
GENERAL TERMS AND CONDITIONS  
GOODS**

**MANDATORY USE OF TOWN FORMS, TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Town form provided shall be a cause for rejection of the bid/proposal. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the bid/proposal; however, the Town reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid/proposal as nonresponsive. Bid Cover Sheets and Price Quote sheets are provided in duplicate and all bids shall be submitted in duplicate, on the forms provided, properly signed in ink in the proper places and submitted in a sealed envelope properly marked as indicated in the IFB.

Should the bid prices and/or any other submissions differ on the copy of the bid submitted, the ORIGINAL copy shall prevail.

**LATE BIDS AND MODIFICATION OF BIDS:** Any bid received at the designated office in the solicitation after the exact time specified for receipt of the bid is considered a late bid. A late bid will not be considered for award and will be rejected if tendered in person, or returned by mail if received in the mail.

**ACCEPTANCE OF BIDS/BINDING 90 DAYS:** Unless otherwise specified, all sealed bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

**CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.

**ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price will govern. Any erasures in a bid must be initialed by the bidder. Carelessness in quoting prices, or in preparation of the bid will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after the public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

**BIDS FOR ALL OR PART:** Unless otherwise specified by the Town's Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make an award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the Town. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each bid item. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.

**TIME FOR RECEIVING BIDS:** At the time fixed for the opening of bids, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly and remain available for public inspection in the office of the Purchasing Agent during regular Town business hours for a period not less than 30 calendar days after date of opening. Bid tabulations may be requested in writing or by fax. No bid tabulations will be provided over the telephone. Additionally, all bid tabulations will be posted to the Town's website [www.warrentonva.gov](http://www.warrentonva.gov) as soon as practical after the bid opening.

**PROHIBITION AGAINST UNIFORM PRICING:** The Town's Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid, each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a part with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders.

**PRECEDENCE OF TERMS:** in case of a conflict between the General Terms and conditions and any Special Terms and Conditions for use in a particular procurement, the Special Terms and Conditions shall apply.

**CLARIFICATION OF TERMS:** Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the bid opening date. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for opening bids, will be given any consideration. Any material interpretation of a specification, as determined by the Purchasing Agent, will be expressed in the form of an addendum to the solicitation. All addenda will be sent to all prospective bidders and will be posted on the Town's website upon issuance.

**BRAND NAME OR EQUAL:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offers to the specific brand, make or manufacturing name, but conveys the general style, type, character and quality of the article needed. Any article that the Town, in its sole discretion, determines to be equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible for clearly and specifically showing that the product being offered, by providing specific descriptive literature, catalog cuts and technical details, to enable the Town to decide whether the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified.

Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation process. Failure to furnish adequate data for evaluation purposes may result in the Town declaring the bid nonresponsive. Unless the bidder/offeror clearly shows in his bid/proposal that the product being offered is an "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

**AWARD OR REJECTION OF BIDS:** Contract award will be to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Town to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the Town taking into consideration the evaluation criteria set forth in the RFP. The Town reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the Town. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of the Town.

**RESPONSIBILITY OF THE BIDDER:** The Town reserves the right to reject a bid from a non-responsible bidder. In determining the responsibility of a bidder, the following criteria will be considered:

1. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reliability, reputation, judgement, experience and efficiency of the bidder;
4. The quality of performance on previous contracts or services;
5. The previous and existing compliance of the bidder with laws and ordinances relating to the contract or service;
6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
7. The quality, availability and adaptability of the goods or services to the particular use required;
8. The ability of the bidder to provide future maintenance and services for the use of the subject of the contract;
9. The number and scope of the conditions attached to the bid;
10. Whether the bidder is in arrears to the Town on a debt or contract or is in default on a surety to the Town or whether the bidder's Town taxes or assessments are delinquent; and
11. Such other information as may be secured by the Town having a bearing on the decision to award the contract.

**NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS:** A written award (or purchase order) mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

1. Town of Warrenton Certification Page and other documents which may be incorporated by reference, if applicable.
2. General Terms & Conditions
3. Special Terms & Conditions and Specifications
4. Bid Sheet or Offeror's Submitted Proposal
5. Any addenda/amendments/Memoranda of Negotiations

**TERMINATION FOR CONVENIENCE:** A contract may be terminated in whole or in part by the Town in accordance with this clause whenever the Town shall determine that such a termination is in the best interest of the Town. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior

to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which the termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

**TRANSPORTATION AND PACKAGING:** By submitting a bid/proposal, all bidders/offers certify and warrant that the price offered for FOB Destination includes only the actual freight costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with the purchase order number, commodity description and quantity.

**TESTING AND INSPECTION:** The Town reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications.

**PAYMENT TERMS:** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after receipt of an invoice, or acceptance of the goods by the Town of Warrenton, whichever occurs later. This shall not affect offers of discounts for payment in less than 30 days, however.

**INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the seller direct to the payment address shown on the purchase order/contract. All invoices shall show the Town's contract number and/or purchase order number.

**TAXES:** Sales to the Town of Warrenton are exempt from state and local sales taxes. State sales and use tax certificates of exemptions will be issued upon request.

**DEFAULT:** In case of failure to deliver goods or services according to the contract terms and conditions, the Town, after due oral or written notice, may obtain them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be beyond any other remedies that the Town may have.

**ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Town.

**ANTITRUST:** By entering into a contract, the bidder/offers conveys, sells, assigns and transfers to the Town of Warrenton all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia relating to the particular goods or services purchased or acquired by the Town of Warrenton under said contract.

**ETHICS IN PUBLIC CONTRACTING:** By submitting a bid/proposal, all bidders/offers certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offers, supplier, manufacturer or subcontractor about their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

**ANTI-DISCRIMINATION:** By submitting a bid/proposal all bidders/offers certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, and the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act that provides:

In every contract more than \$10,000, the provisions in A and B below apply:

A. During the performance of this contract, the contractor agrees as follows:

The Seller will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bonafide occupational qualification reasonably necessary to the normal operation of the seller. The seller agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The seller, in all solicitations or advertisements for employees placed by or for the seller, will state that such sellers are equal opportunity employers.

Notices, advertisements and solicitations placed according to federal law, rule or regulation shall be deemed sufficient for meeting the requirements of this section.

- B. The seller will include the provisions of A above in every subcontract or purchase order more than \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Town, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgements, cost and expenses which may otherwise accrue against the Town in consequence of the granting of a contract which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that the subcontractor of his or her employees, if any, and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgement shall be rendered against the Town in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town as herein provided.

**DEBARMENT STATUS:** By submitting a bid/proposal, all bidders/offers certify that they are not currently debarred from submitting bids/proposals on contracts by the Town of Warrenton, nor are they an agent of any person or entity that is currently debarred from submitting bids/proposals on contracts by the Town of Warrenton.

**APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The seller shall comply with applicable federal, state and local laws and regulations.

**QUALIFICATIONS OF BIDDERS/OFFERORS:** The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the work or furnish the item(s) and the bidder/offer shall furnish the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect the bidder's/offeror's physical plant prior to award to satisfy questions regarding the bidder's/offeror's capabilities. The Town further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fail to satisfy the Town that such bidder/offeror is properly qualified to carry out the obligations of the contract and to complete the work or furnish the item(s) contemplated therein.

#### **NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE**

The Town of Warrenton is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and the Virginians with Disability Act of 1990.

Specifically, the Town of Warrenton, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

#### **USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS:**

Bidders are advised that all resultant contracts will be extended, with the authorization of the Bidder, to other jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other jurisdiction decides to use the

final contract, the Contractor must deal directly with that jurisdiction or political subdivision concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The Town of Warrenton acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid/proposal.

It is the awarded vendor's responsibility to notify the jurisdictions and political subdivision of the availability of the contract.

Each participating jurisdiction and political subdivision has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

The Town Of Warrenton shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

## **Exhibit C**

### **TOWN OF WARRENTON, VIRGINIA GENERAL TERMS AND CONDITIONS SERVICES**

#### **1. MANDATORY USE OF TOWN FORM AND TERMS AND CONDITIONS**

Failure to submit a bid/proposal on the official Town form provided for that purpose shall be a cause for rejection of the bid/proposal. Return of the complete document is required. Modification or additions to any portion of the solicitation may be cause for rejection of the bid/proposal; however, the Town reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid/proposal as nonresponsive.

#### **2. PRECEDENCE OF TERMS**

In the event there is a conflict between the General Terms and conditions and any Special Terms and Conditions for use in a particular procurement, the Special Terms and Conditions shall apply.

#### **3. CLARIFICATION OF TERMS**

If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the Director of Purchasing or the Department Head whose name appears on the face of the solicitation no later than five days before the opening date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Director.

#### **4. TESTING/INSPECTION**

The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

#### **5. PAYMENT TERMS**

Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days.

#### **6. INVOICES**

Invoices for items ordered, delivered and accepted shall be submitted by the bidder/offeror direct to the payment address shown on the purchase order/contract. All invoices shall show the Town's contract number and/or purchase order number.

#### **7. DEFAULT**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, after due oral or written notice, may procure them from other sources and hold the bidder/offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town may have.

#### **8. ASSIGNMENT OF CONTRACT**

A contract shall not be assignable by the bidder/offeror in whole or in part without the written consent of the Town.

#### **9. ANTITRUST**

By entering into a contract, the bidder/offeror conveys, sells, assigns and transfers to the Town of Warrenton all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Warrenton under said contract.

#### **10. ETHICS IN PUBLIC CONTRACTING**

By submitting their bids/proposals, all bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer, or subcontractor in connection with their bid/proposal, and that they have not conferred on any public



employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

**11. ANTI-DISCRIMINATION**

By submitting their bids/proposals, all bidders/offers certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended. They must also conform to the American Disability Act of 1990 and Section 11-51 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions in A and B, below apply:

A. During the performance of this contract, the bidder/offeror agrees as follows:

The bidder/offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonable and necessary to the normal operation of the bidder/offeror. The bidder/offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The bidder/offeror, in all solicitations or advertisements for employees placed by or on behalf of the bidder/offeror, will state that such bidder/offeror is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting requirements of this section.

B. The bidder/offeror will include the provisions of A. above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

**12. INDEMNIFICATION**

Bidder/offeror agrees to indemnify, defend, and hold harmless the Town of Warrenton, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, services or equipment of any kind or nature furnished by the bidder/offeror, provided that such liability is not attributable to the sole negligence of the Town or to failure of the Town to use the materials, goods or equipment in the manner already and permanently described by the bidder/offeror on the materials, goods or equipment delivered. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

**13. DEBARMENT STATUS**

By submitting their bids/proposals, all bidders/offers certify that they are not currently debarred from submitting bids/proposals on contracts by the Town of Warrenton, nor are they an agent of any person or entity that is currently debarred from submitting bids/proposals on contracts by the Town of Warrenton.

**14. APPLICABLE LAW AND COURTS**

Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The bidder/offeror shall comply with applicable federal, state and local laws and regulations.

**15. QUALIFICATIONS OF BIDDERS/OFFERORS**

The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the work/furnish the item(s) and the bidder/offeror shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect the bidder's/offeror's physical plant prior to award to satisfy questions regarding the bidder's/offeror's capabilities. The Town further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the Town that such bidder/offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

**19. SAFETY**

All contractors and subcontractors performing services for the Town of Warrenton are required and shall comply with all Occupational Safety and Health Administration (OSHA) and any other applicable rules and regulations. All contractors and subcontractors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

**20. NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE**

The Town of Warrenton is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and the Virginians with Disability Act of 1990.

Specifically, the Town of Warrenton, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

**21. USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS**

Bidders are advised that all resultant contracts will be extended, with the authorization of the Bidder, to other jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor must deal directly with that jurisdiction or political subdivision concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The Town of Warrenton acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid/proposal.

It is the awarded vendor's responsibility to notify the jurisdictions and political subdivision of the availability of the contract.

Each participating jurisdiction and political subdivision has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

The Town Of Warrenton shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.